



Toezicht · Handhaving · Openbare orde · Veiligheid

**GENERAL TERMS AND CONDITIONS OF THE PRIVATE LIMITED LIABILITY COMPANY THOOV B.V.,  
HAVING ITS REGISTERED OFFICE IN DIDAM, AT (6942 EA) SPOORSTRAAT 1B, REGISTERED WITH THE  
TRADE REGISTER OF THE CHAMBER OF COMMERCE UNDER NUMBER 81839588**

## **Article 1. Definitions**

- 1.1 In these general terms and conditions, the following terms and conditions next understood;  
  
Security company: Thoov, which has undertaken to provide the services;
- 1.2 Consumer: a natural person who is not acting in the exercise of a profession or business.
- 1.3 Services: the services provided by Thoov to the Client.
- 1.4 Client: anyone with whom Thoov enters into an agreement or for whom Thoov supplies goods or services.
- 1.5 Agreement: the agreement between Thoov and the Client with regard to the provision of the Services, in whatever form or under any title whatsoever.
- 1.6 Means of Access: all equipment necessary to gain access to the locations where the Services are to be performed, including keys, keycards, drops, passwords and access codes and other login or access systems.

## **Article 2. Applicability**

- 2.1 These general terms and conditions apply to all legal relationships between Thoov and the Client, including all agreements, quotations, offers, deliveries and legal acts of Thoov.
- 2.2 These general terms and conditions are an integral part of the agreement. Thoov reserves the right to change these terms and conditions. Changes will take effect 30 days after notification by Security Company. If the Client does not wish to agree to the change, it is entitled to terminate the Agreement within two weeks of publication as referred to in this article, without being entitled to compensation.
- 2.3 Any purchase conditions or other terms and conditions of the Client are not applicable and are expressly rejected.
- 2.4 If any provision of these general terms and conditions is null and void or is annulled, the remaining provisions shall remain in full force and effect.

The null and void or voided provision will be replaced by a valid provision to be drawn up by the parties in reasonableness, which has the same intended legal effects as much as possible.

- 2.5 In the event that any provision of the (written) Agreement should be in conflict with the provisions of these general terms and conditions, the provision of the Agreement shall prevail.

### **Article 3. Quotations and offers, formation and duration of the Agreement**

- 3.1 All offers and quotations, in whatever form, from Thoov are without obligation, unless a term for acceptance is stated.
- 3.2 If no deadline for acceptance is specified, the offer will expire after 14 days.
- 3.3 If Thoov wishes to charge costs for issuing an offer, the client will be informed of this in advance.
- 3.4 The Agreement will only be concluded after written confirmation by Thoov of the acceptance of the offer by the Client, or at the moment that Thoov has commenced the execution of the Agreement.
- 3.5 Unless otherwise agreed in writing or the nature of the performance dictates that it is a one-off event, the Agreement is entered into for a definite period of time, with a term of 12 months.

### **Article 4. Execution of the Agreement**

- 4.1 Thoov performs the Agreement and Services as a good client to the best of its knowledge and ability, based on the information provided by the Client, in accordance with the legal regulations and the rules of conduct.
- 4.2 Special requirements and wishes that are set by the Client for the Services must be reported in writing by the Client before the Agreement is concluded.
- 4.3 Thoov only enters into best-efforts obligations and does not guarantee or guarantee the achievement of the intended or agreed goal. Nor does Thoov guarantee the safety of the objects and persons it secures and does not provide any guarantees with regard to the absence of circumstances and causes of damage – including but not limited to fire, destruction, burglary, theft, loss, injury, threat or death – and the
- related (damage) consequences, which the Services attempt to limit or prevent.
- 4.4 Thoov has the right to engage third parties for the execution of the Agreement and Services at its own discretion.

- 4.5 Thoov determines how the Services will be provided in order to achieve the purpose. The Contractor is not obliged to follow instructions from the Client that have not been agreed upon or that may detract from the achievement of the objective. If, during the performance of the Agreement, the Client gives instructions to Thoov that have not been agreed in writing in the Agreement and that lead to a change and/or influence of the Services, then the Client is solely responsible for all consequences arising from these instructions and must indemnify and indemnify Thoov against this. The Client is not obliged to perform the Services outside the agreed locations.
- 4.6 The Client must make every effort to enable and promote the proper execution of the Agreement. The Client shall ensure, at its own expense and risk, that all information, permits, Means of Access, facilities and other means of which Thoov has indicated that they are necessary for the execution of the Agreement, or of which the Client should reasonably understand that they are necessary for the execution of the Agreement or the provision of the Services, available to Thoov in a timely manner.
- 4.7 The Client undertakes to give Thoov the opportunity to perform the Agreement under circumstances that comply with the legal safety requirements and other applicable regulations. The Client shall ensure that all information and (auxiliary) materials, which Thoov indicates are necessary or which the Client should reasonably understand are necessary for the execution of the Agreement, is provided to Thoov in a timely manner. If the Client does not comply with this obligation in a timely manner, Thoov has the right to suspend the execution of the Agreement and/or to charge additional costs arising from the Client's negligence, including costs of obtaining these resources by Thoov itself, at reasonable rates.
- 4.8 If, within the framework of the Agreement, Services are performed by Thoov in or near the object, the Client will take care of the facilities desired by Thoov.
- In any case, these facilities include means of communication, adequate heating, lighting, power supply, toilet supply, telephone, fire extinguishing equipment and first aid equipment. The costs for this shall be borne by the Client.
- 4.9 All equipment, software, tools, Means of Access, materials and/or documents supplied or made available by Thoov remain the property of Thoov at all times, unless otherwise agreed in writing.
- 4.10 In the event that it has been agreed that the Agreement will be executed in phases, Thoov can only be obliged to carry out a subsequent phase when the previous phases have been approved and paid by the Client if one or more separate invoices have been sent for that phase.

- 4.11 If the performance of the Services is delayed due to circumstances for which the Client is responsible, Thoov may recover the resulting damage from the Client.
- 4.12 The Client is responsible for the correctness and completeness of all information and implementation instructions provided by him to Thoov.
- 4.13. The Client bears the risk of damage in connection with all plans, designs, constructions, materials, auxiliaries, suppliers, implementation regulations and designs or security plans approved by him by him.
- 4.14 In the event of loss, damage or malfunctioning of Means of Access in use by Thoov, Thoov will inform the Client of this as soon as possible. The Client must take care of the possible replacement of the locks, replacement or blocking of the access systems and/or Means of Access, as well as the provision of new Means of Access to Thoov at its own expense and risk.
- 4.15 Inspections or visits in response to an alarm notification are at all times at the expense of the Client, regardless of the cause of the alarm.
- 4.16 If Thoov discovers a criminal offence, it will report this to the Client. The Client is authorised to report this criminal offence. Thoov reserves the right to file a report itself if failure to do so could possibly lead to damage for Thoov or if Thoov may be committing a criminal offence by failing to report it. Declaration by Thoov takes place under the responsibility of the Client. Thoov can never be held liable for damage suffered by third parties or the Client as a result of the declaration. The Client indemnifies Thoov against all claims in this regard.
- 4.17 Costs incurred by the Client independently and/or with the cooperation of third parties to further investigate or discover a (possible) criminal offence or facts cannot be charged to Thoov unless Thoov has given prior written permission for this.
- 4.18 If the start and progress of the Services is delayed due to circumstances for which the Client is responsible, Thoov can recover the resulting damage from the Client.

## **Article 5. Modification of the Agreement**

- 5.1 If, during the execution of the Agreement, it appears that it is necessary to amend or supplement the Agreement for the proper execution thereof, including the change in the circumstances or the risk profile of the persons or objects to which Thoov's activities relate, Thoov and the Client will consult about this.
- 5.2 An amendment or addition to the Agreement may affect the time of completion of the Agreement. Thoov will inform the Client of this. In that case, the Client can no longer invoke the originally agreed delivery period.

- 5.3 Thoov is authorised to pass these on to the Client if the additional or less work resulting from the amendment or addition to the Agreement has financial consequences. Thoov will inform the Client of this in advance.
- 5.4 The settlement of the contract variation or reduction will take place with the final invoice.
- 5.5 Thoov is not authorized to charge costs for additional work if the cause of the additional work lies in circumstances for which Thoov is responsible.
- 5.6 Thoov is entitled to pass on cost-increasing circumstances to the Client on which a statutory provision is based.

## **Article 6. Delivery time and completion of the Agreement**

- 6.1 Thoov will endeavour to achieve the completion of the Agreement within the specified period or period. An agreed period, period, start date or end date is not a strict deadline, unless expressly agreed otherwise. In the event of late delivery, the Client must therefore give Thoov a written notice of default and a reasonable period of time for compliance.
- 6.2 If desired, Thoov will inform the Client of the completion of the execution of the Agreement. The Client is deemed to be responsible for the performance of the Agreement, or the result of the work

of Thoov i) when he declares this to Thoov, or ii) if he has not been completed within 2 working days after the execution of the Agreement, has objected to this in writing and substantiated, accompanied by a statement of the work still to be performed.

## **Article 7. Prices and payment**

- 7.1 All prices stated by Thoov in quotations, offers or Agreements are exclusive of taxes, including sales tax (VAT), and other levies imposed by the government, unless otherwise indicated. The prices stated in the quotations to Consumers include VAT, unless otherwise indicated.
- 7.2 Thoov is at all times entitled to pass on cost-increasing circumstances on which a statutory provision is based, or increases in costs that are the result of circumstances beyond its control or due to an increase in the purchase prices, to the Client. The Client is not entitled to terminate the agreement prematurely as a result of these increases. If the price increase takes place within three months after the conclusion of the Agreement, the Client acting as a Consumer is entitled to terminate the Agreement within 30 days after notification of the

relevant adjustment by the date on which the amendment enters into force, unless Thoov withdraws the announced adjustment as a result of this, in which case the Agreement will continue under the original conditions.

- 7.3 Payment must be made without discount, suspension or set-off. Payments made by the Client are always intended to settle in the first place all interest and costs owed, and in the second place of invoices that are due and payable and that have been outstanding for the longest time, even if the Client states that the payment relates to a later invoice.
- 7.4 Thoov and the Client may agree that the work, or the delivery of products or services, will be carried out on the basis of subsequent calculation. In this case, Thoov will inform the Client in advance of the hourly rate to be charged and the estimated material costs. Failing this, a reasonable hourly rate and reasonable material costs apply.
- 7.5 Unless otherwise agreed, Thoov may, at its own discretion, charge for the work performed by means of advance invoices, interim invoices and final invoices.
- 7.6 Payment of the advance invoices submitted by Thoov must take place before the start of the execution of the Agreement. Payment of the other invoices must take place within 30 days of the invoice date. Objections to the amount of the invoice do not suspend the payment obligation.
- 7.7 Thoov's administration is intended to provide complete proof of what the Client owes to Thoov, subject to proof to the contrary to be provided by the Client.
- 7.8 If Thoov does not pay the amounts due under the Agreement on time, it will owe the statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code on the amount due and payable, without the need for a reminder or notice of default, without the need for a reminder or notice of default. The Client who acts as a consumer is liable to pay the statutory interest pursuant to Article 6:119 of the Dutch Civil Code. In addition, the Client is obliged to reimburse the collection costs incurred by Thoov, both judicial and extrajudicial.
- 7.9 The following applies to the amount of the extrajudicial (collection) costs:
- Insofar as the Client acts as a Consumer, Thoov is entitled to an amount equal to the statutory maximum permitted reimbursement of extrajudicial collection costs, as stipulated in and calculated in accordance with the Decree on Compensation for Extrajudicial Collection Costs, insofar as the outstanding amount – after the occurrence of the default – is not paid by the Thoov after the day of reminder;
  - Insofar as the Client does not act as a Consumer, Thoov is entitled to compensation and payment of the extrajudicial (collection) costs, in derogation from Article 6:96 paragraph 5 of the Dutch Civil Code and also in derogation from the Decree on Compensation for Extrajudicial Collection Costs, which are now determined as follows;

- on the first Euro 10,000 : 15%;
- on the excess up to Euro 25,000 : 10%;
- on the excess up to Euro 50,000 : 5%;

With a minimum of Euro 250,-. If Thoov proves that it has incurred higher costs, these are also eligible for reimbursement.

## **Article 8 Liability**

- 8.1 Thoov is only liable to the Client for direct damage resulting from intent or deliberate recklessness on the part of Thoov or its employees and is at all times limited to the amount that will be paid on the basis of Thoov's liability insurance.
- 8.2 Thoov is never liable for damage in the following cases: the event causing the damage in the execution of the Agreement has already been perceptibly present and the Client did not report this at that time;
- 8.3 The damage is the result of improper use or insufficient maintenance of the object to be secured by the Client;
- 8.4 The safety plan, instructions or directions given have been deviated from without Thoov's consent;
- 8.5 The Client does not give Thoov sufficient opportunity to remove the cause of the damage.
- 8.6 If Thoov is liable, such liability shall at all times be limited to direct and material damage that is the exclusive result of an attributable failure to comply with the obligations laid down in writing under the Agreement by Thoov and the Client has given Thoov timely notice of default, whereby Thoov has been given the opportunity to remedy the defect.
- 8.7 Under no circumstances shall Thoov be liable for any form of indirect or consequential damage, including but not limited to loss of delay, loss of turnover or profit, missed savings, business disruptions, loss of capacity or deployment of people or means of production and company closure.
- 8.8 Damage must be reported in writing by the Client to Thoov within 14 days after discovery, but no later than 30 days after delivery, under penalty of forfeiture of the right to compensation and all other claims. Any liability shall lapse in any case three months after delivery of the products or services to which the damage is related, unless the damage has been reported validly and in a timely manner in accordance with these terms and conditions.
- 8.9 Thoov's liability is at all times limited to the amount of the invoice excluding VAT of the delivery to which the damage is related, but with a maximum of EUR 10,000 per event or related events and up to a maximum of EUR 40,000 per

year. Without prejudice to the foregoing limitations, the liability for damage is in any case limited to the amount actually paid out by Thoov's insurer.

- 8.10 Thoov is not liable for damage if i) Thoov has had to carry out its work without an approved security plan, or i) the damage is the result of inaccuracy of the information provided by the Client, b) imperfections that have arisen when passing on or sending data and Means of Access, c) loss or theft of Means of Access, or d) problems in reaching contact persons specified by the Client.
- 8.11 The Client shall indemnify and indemnify Thoov against all claims of third parties (including claims by employees of Thoov on the basis of violation of Articles 7:611 and 7:658 of the Dutch Civil Code) in connection with the execution of the Agreement and damage that may arise for Thoov and that is for the account of the Client pursuant to these general terms and conditions.

#### **Article 9. Force majeure**

- 9.1 If the execution of the Agreement is delayed or impeded as a result of force majeure, Thoov is entitled to suspend the execution of the Agreement or to terminate the Agreement by means of a written statement, without obligation to pay compensation.
- 9.2 In addition to what is understood in the law and jurisprudence in this regard, force majeure is understood in these general terms and conditions to mean all external causes, foreseen or unforeseen, over which Thoov has no influence, but as a result of which Thoov is unable to fulfil its obligations, including, but not limited to, strikes, illness of employees, labour disputes, power, computer, telephone and fax failures, malfunctioning of alarm systems, unusual traffic or weather conditions, shortcomings of third parties, including suppliers and subcontractors, engaged by Thoov for the purpose of the execution of the Agreement, as well as all obstacles caused by third parties or measures taken by the government.
- 9.3 Thoov is entitled to suspend the obligations under the Agreement during the period that the force majeure occurs. Thoov is not obliged to pay any compensation to the Client if it has not been able to comply, properly or on time due to force majeure. If this period lasts longer than two months, the parties are obliged to consult as soon as possible on a reasonable solution to the situation that has arisen.



## **Article 10. Intellectual property**

- 10.1 The intellectual property rights to all documents such as drawings, images, technical descriptions and designs that have been established in the context of an offer, quotation or the Agreement are vested in Thoov. The Client is not permitted to reproduce, publish or provide these documents to third parties without the written permission of Thoov.
- 10.2 If an offer or quotation does not lead to an Agreement, the Client must return or destroy all documents pertaining to that offer or quotation at Thoov's first request.

## **Article 11. Certainty**

- 11.1 If, after the conclusion of the Agreement, Thoov cannot reasonably rely on the Client to fully and timely fulfil its payment obligation, Thoov may stipulate security from the Client for all its existing and future obligations. As long as the security is not provided, Thoov is entitled to suspend the execution of the Agreement and/or, after the Client has been given notice of default to do so, to dissolve the Agreement.
- 11.2 All goods delivered or made available to the Client by Thoov in the context of the execution of the Agreement shall remain the property of Thoov until the Client has fulfilled all its obligations towards Thoov, including the payment of all amounts due during the term of that Agreement as well as any default interest and/or collection costs.

## **Article 12. Secrecy**

- 12.1 Thoov, the Client as well as the third parties engaged by one of the parties in the context of the assignment are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of the Agreement. Information is considered confidential if it has been communicated by the other party or if this arises from the nature of the information, including in any case the security plan, the service schedules and instructions of Thoov with regard to the Services.
- 12.2 The Client acknowledges that access to and distribution of personal information of itself or its employees, representatives or affiliated parties may be necessary in the interest of a correct service as laid down in this agreement. The Client indemnifies Thoov against any claims from third parties in connection with this.

### **Article 13. Termination and Suspension**

13.1 Without prejudice to the provisions of these general terms and conditions, an Agreement for an indefinite period of time can only be terminated with due observance of a Notice period of six (6) months.

13.2 A fixed-term Agreement cannot be terminated prematurely and only towards the end of the term with due observance of a notice period of three (3) months. In the absence of timely termination, the Agreement shall be renewed for the same period and under the same conditions.

until it is validly terminated. Contrary to the foregoing, a Client acting as a consumer shall terminate the Agreement by operation of law at the end of the term of the Agreement. If the Agreement is subsequently tacitly continued, it will be valid for an indefinite period of time and may be terminated at any time with due observance of a notice period of six (6) months in writing by registered mail.

13.3 Among other things, Thoov is entitled to suspend the execution of the Agreement or to terminate or dissolve the Agreement with immediate effect free of charge, all this without prejudice to Thoov's right to claim compensation, if:

- The Client has been declared bankrupt or has been declared bankrupt, has been granted a (provisional) suspension of payments to the Client or has been admitted to debt restructuring pursuant to the Natural Persons Debt Restructuring Act;
- The Client does not comply with the obligations under the Agreement, or does not comply with them in a timely manner or in full;
- After the conclusion of the Agreement, circumstances that have come to Thoov's knowledge give good reason to fear that i) the Client will not comply with its obligations, or ii) Thoov will not be able to perform the Agreement as a good contractor;
- After the conclusion of the Agreement, there is such a change in circumstances that Thoov no longer wants or is able to perform the Agreement, or no longer under the same conditions;
- Thoov has asked the Client to provide security for the performance when concluding the Agreement and this security is not provided or is insufficient;
- Thoov's insurance coverage in relation to the Agreement or Services is terminated or substantially changed for any reason whatsoever;
- There is a change in the laws and regulations with far-reaching consequences for Thoov's obligations under the Agreement.

13.4 Upon termination of the Agreement, all claims of Thoov against the Client are immediately due and payable, the Client is obliged to immediately return all

items that have not yet been paid for and Thoov has the right and is hereby irrevocably authorized by the Client to gain access to the Client's premises and buildings, whether or not using the means of access, enter them and take possession of the property in question.

- 13.5 The Client is only authorised to dissolve the Agreement in the event of an attributable shortcoming by Thoov that justifies dissolution and Thoov is in default after prior notice of default by the Client.
- 13.6 If circumstances arise with regard to persons and/or material that Thoov uses or usually uses in the execution of the Agreement, or the circumstances with regard to the persons or objects to which Thoov's activities relate which are of such a nature that the execution of the Agreement becomes impossible or so onerous and/or disproportionately expensive, that compliance with the obligation under the Agreement can no longer reasonably be required, Thoov is authorized to terminate the Agreement with immediate effect.

## SERVICES

### **Article 14. Emergency call center**

- 14.1 The alarm centre service is a service in which the designated alarm centre receives and processes reports from specific security equipment in order to subsequently warn the authorities and/or persons in accordance with the Agreement and/or written instructions by the Client.
- 14.2 Thoov will, as far as possible, adhere to the order specified in writing by the Client, but is not bound by this. Thoov is not responsible for the accessibility, acts, omissions or other (adequate) interventions by the warned persons and/or (government) agencies.
- 14.3 If the report gives cause to do so, at the discretion of Thoov, Thoov is entitled to investigate the situation on site at the expense of the Client, only if and insofar as this is part of the Services.
- 14.4 Thoov has the right to store data originating from the Client (or have it stored) in a digital database. At the written request of the Client, Thoov will send an up-to-date overview of the data registered in the database.
- 14.5 If the signals registered by the alarm centre deviate from the alarm system and/or from the Client, the data of the alarm centre used by Thoov are decisive.
- 14.6 Partly to prevent unnecessary alarms from the police and/or other government agencies, Thoov has the right to first verify an alarm report with the Client. In the event of more than 5 unnecessary alarms, Thoov has the right to charge an amount of € 150 excluding VAT per unnecessary notification or, after written warning, to terminate the Agreement with immediate effect.

- 14.7 The Client is responsible for the installation of an alarm system that is suitable for connection to the Thoov alarm centre, the maintenance of the connection, the timely switching on and off of the alarm system and the use of the alarm system in accordance with the instructions/user manual.
- 14.8 The Client must take care of the instruction of third parties (including its employees) who, with a view to the correct execution of this Agreement, must be aware of the operating instructions of the alarm system and the procedure followed in the event of an alarm notification. Thoov is not responsible for the consequences of malfunctions or defects in the alarm system, alarm centre and/or the connection, for whatever reason.
- 14.9 The Client is obliged to grant Thoov access to the object in order to carry out necessary work on the alarm system.
- 14.10 The emergency call centre service only has the function of signalling and does not guarantee the Client the prevention or absence of harmful causes.

#### **Article 16 Video Observation Service**

- 16.1 The video observation service is a service in which Thoov undertakes to verify an alarm message received by the video observation centre by trying to establish a connection with the recording equipment installed at the Client in order to then warn the authorities and/or persons in accordance with the Agreement and/or written instructions by the Client.
- 16.2 The provisions of Articles 15.2 to 15.11 of these Terms and Conditions shall apply mutatis mutandis mutatis mutandis to the video observation service.
- 16.3 In the case of preventive camera surveillance, Thoov carries out preventive surveillance in accordance with a time schedule agreed in advance with the Client via a video connection with the object to be secured.
- 16.4 The image quality of the video images may vary, which means that Thoov cannot guarantee correct and/or complete observation.

#### **Article 17. Grocery delivery service (PAS)**

- 17.1 The shopping service is a service in which Thoov undertakes to pass on a message that comes in to the switchboard, or to transfer a call to the agreed persons in accordance with the Agreement and/or written instructions by the Client.
- 17.2 The provisions of Articles 15.2 to 15.11 of these Terms and Conditions shall apply mutatis mutandis mutandis to the shopping service.

- 17.3 Thoov is only obliged to pass on messages. Thoov will not respond to requests for information or comment and will not handle any complaints. Thoov is not liable for damage related to the inaccessibility of the specified persons.
- 17.4 If the actual number of groceries to be transmitted, measured over a period of three months, turns out to be higher than agreed, Thoov will charge the number of additional groceries, in proportion to the fee for the agreed number of groceries.
- 17.5 The Client is responsible for ensuring that the Client's telephone is forwarded to Thoov's switchboard, or that callers contact Thoov's switchboard between the agreed times via the designated telephone connection or number.

### **Article 18. Alarm follow-up and mobile surveillance service**

- 18.1 The mobile surveillance service is a service in which an employee conducts an on-site investigation in response to an (alarm) report, or – if agreed upon – as a result of his own observation or assessment of the circumstances or situation. The surveillance service may also consist of the opening and/or closing of an object and/or the carrying out of preventive inspection rounds if agreed.
- 18.2 The Services shall not relate to disputes or conflicts between the Client and third parties. Thoov is not obliged to expose himself to violence or violent circumstances.
- 18.3 The provisions of Articles 15.2 to 15.11 of these Terms and Conditions shall apply mutatis mutandis mutandis to the alarm response and mobile surveillance service.
- 18.4 Thoov shall not be liable for delays in the performance of the Services resulting from external circumstances, such as traffic congestion and weather conditions.
- 18.5 If the Client is not affiliated with Thoov's alarm centre, but with an external alarm centre, Thoov will never be responsible or liable for the functioning of that external alarm centre and the inaccuracy of the information provided by that external alarm centre. The external alarm centre is responsible for the registration and mutation of the warning addresses and action patterns and ensures that the persons specified by the Client are contacted.

In the event that registration and mutation nevertheless takes place by Thoov's emergency centre, the provisions of Articles 15.2 to 15.11 of these terms and conditions apply.

- 18.6 Regardless of the cause, an unnecessary check will be regarded as alarm follow-up and will be charged to the Client. If Thoov invigilator has to come to an object at the request of the Client, while there is no alarm notification, the Client can also be charged for an alarm follow-up.

- 18.7 Thoov's checks or visits to an object may be part of a round that also includes inspections of objects of other clients, in order to keep the cost of security to a reasonable level. Thoov may be forced to urgently investigate another object or to provide assistance, as a result of which the inspection of the Client's object may occasionally be delayed, interrupted or skipped. Thoov is not liable for damage suffered by the Client as a result of such an impediment.
- 18.8 Thoov is not liable for delays in opening and closing the object that are the result of unforeseen circumstances, such as unusual traffic and weather conditions.

### **Article 19. Object security**

- 19.1 Object security is a service in which Thoov undertakes to secure an agreed object in accordance with the Agreement and/or written instructions by the Client.
- 19.2 The provisions of Articles 15.2 to 15.11 and 18.4 to 18.8 of these Terms and Conditions apply – mutatis mutandis – mutatis mutandis – to object security.
- 19.3 Thoov will make the necessary employees available in accordance with a schedule agreed with the Client. Additional hours will be charged separately to the Client. For a short shift (less than three hours) at least three hours will be charged.
- 19.4 If, at the request of the Client, Thoov delivers fewer hours than provided for in the schedule, this will not lead to a reduction in the price.
- 19.5 Thoov will comply with the regulations and/or house rules applicable to the object, insofar as the tasks to be performed by Thoov allow it.

### **Article 20. Other services**

- 20.1 If Thoov is engaged for the provision of other security services, Thoov can only be held accountable for compliance with the services agreed in writing or instructions given in writing and accepted by Thoov from the Client.
- 20.2 Unless otherwise agreed, the Client owes a reasonable fee for the other services for the entire duration of the services provided (based on hours worked) and expenses incurred for Thoov. If work is carried out outside the usual office hours or working days, or in case of overtime, the surcharges applicable to Thoov will be applied.

- 20.3 In principle, Thoov invoices on the basis of completed time sheets. Thoov is entitled, but not obliged, to request the Client to sign the timesheets for approval. If the Client refuses to do so, Thoov has the right to determine the number of hours worked by the employees itself in accordance with the statement of the employees or, in the absence of such a statement, to set it at the agreed duration or at the discretion of Thoov, to estimate it in reasonableness.
- 20.4 The Client must guarantee that the objectivity and/or integrity of Thoov will be guaranteed, failing which Thoov is entitled to immediately terminate or dissolve the Agreement without notice of default.
- 20.5 If agreed, Thoov will report to the Client on the results of the Services at the conclusion of the executed assignment.

## **Article 21. Miscellaneous**

- 21.1 These general terms and conditions apply to all services and agreements concluded between the Client and Thoov.
- 21.2 Thoov is entitled to impose additional conditions for certain services which will apply in addition to these general terms and conditions.
- 21.3 Terms and conditions (general) of third parties are not acknowledged by Thoov and are never applicable to any agreement between the client and Thoov.
- 21.4 These general terms and conditions also apply to any third parties who work on behalf of or together with Thoov, as well as employees or persons working for or for Thoov.
- 21.5 All agreements concluded between Thoov and the Client are exclusively governed by Dutch law.
- 21.6 Any disputes arising from these general terms and conditions or any agreement whatsoever will be settled exclusively by the competent civil court of the District Court of Gelderland location Zutphen.
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Toezicht · Handhaving · Openbare orde · Veiligheid

*Latest version November 2023.*

Reference to these General Terms and Conditions: The Trade Register, the website [www.thoov.nl](http://www.thoov.nl) – the registry of the District Court of Gelderland.